

IN SENATE OF THE UNITED STATES.

FEBRUARY 24, 1826.

Mr. CHASE, from the Committee of Claims, to whom was referred the petition of Amasa Stetson, of Boston, presented the following REPORT:

That, at the commencement of the late war with Great Britain, the said petitioner was appointed a Deputy Commissary General of Purchases, and performed the duties of that office, from the time of his appointment, until May, 1816, when he resigned. The petitioner, while in commission, disbursed, in payment for property by him purchased for the use of the United States, about seven hundred thousand dollars, and performed, also, during the whole period aforesaid, the duties of an Issuing Commissary, and attended to duties, and performed sundry other services for the United States, not appertaining to either of said offices.

The petitioner has received at the Treasury, \$5,441 74, as a compensation allowed by law for the money disbursed by him during the time of his services. The petitioner, also, received, under an act of Congress, passed for his relief, in May, 1824, the sum of six thousand and two hundred and fifteen dollars; of which sum, \$2,081 49 was for interest on money advanced by him for the use of the United States; \$3,618 66 as pay and emoluments of an Issuing Commissary for three years, three and one-third months; and \$514 85, was for interest on two warrants issued in his favor in 1814 and 1815.

The petitioner now claims a further allowance to be made him for the following charges:

1. For interest of \$2081 49, money paid by him July 1, 1813, for the use of the United States, until 6th May, 1824, when the sum so paid was refunded to him under the aforesaid act of Congress, which interest is - - - - - \$1,361 59
2. For loss on \$5,917 85 of Treasury notes which were paid him on two Treasury warrants for specie he had before that time paid for the use and benefit of the United States, loss $12\frac{1}{2}$ per cent. - - - 739 72
10 $\frac{1}{4}$ years interest since 11th Nov. 1815 454 93

1,194 65

3. A commission of one half of one per cent. on 377,537 96, specie borrowed by him in 1812 and 1813, on his own security, for the use and benefit of the United States 1,887 69
4. For compensation for making and causing to be made 132,020 coats, vests, and other garments in the Clothing Department; also, 24,973 tents, knapsacks, and other articles, in the Quartermaster Department, Ordnance Department, and Medical and Hospital Department, including expenses actually incurred by him 8,064 76
5. For a balance due him for three years nine and one-third months' service as Issuing Commissary; whole amount of pay and emoluments allowed by law, 6,097 62, of which he has received by act of May, 1824, \$3,618 67, leaving balance now claimed - - - 2,478 95
6. For commission of 2½ per cent. on army supplies, purchased by him, amounting to \$6,753 07, the bills of which were rendered to the War Department, unpaid, for the want of funds, May 16, 1816, though funds were often required and promised - - - 168 82

As to the first item or claim, in the foregoing list, the Committee, on investigating the facts, consider the claim of the petitioner to be just; and, that the said sum of \$1,361 39 ought to be paid him.

At an early period of the late war, the Secretary of War, and the Commissary General, made urgent and repeated calls on the petitioner, to make large purchases of clothing and military stores for the use of the army; and, as the petitioner was, at that most pressing period, without funds of the Government to make such purchases, he was directed to contract for them on his own credit, and was assured that he should be supplied with funds in season to fulfil his contract. He complied with those directions, and between the 15th of October, 1812, and 1st July, 1813, to enable him to transact the business, thus entrusted to him, with economy and advantage, he borrowed, on his own security, for the use of the United States,

Of the State Bank in Boston	-	-	\$336,600 00
Of William Gray	-	-	32,672 00
Of James Prince	-	-	8,265 96

Dolls. 377,537 96

The petitioner was provided with funds by the United States, to pay the money thus borrowed, about 1st July 1813; but the *interest*, with which he was charged, and which he paid his said creditors, on the first of July aforesaid, amounting to \$2,081 49, was not furnished him by the Government, and the petitioner paid the same from his own property. On the 6th May, 1824, Congress directed the Treasury to pay the petitioner the said sum of \$2,081 49, which he had paid for the benefit of the United States, on or before the 1st July, 1813. The petitioner now asks for interest on the sum last aforesaid, from 1st July, 1813, to 24th May, 1824, (a period of ten years, ten

months, and twenty-four days,) amounting to the aforesaid item of claim, which the Committee are of opinion ought to be paid him.

As to the second item in the aforesaid list of claims, the petitioner shows, in the year 1814 and 1815, he received two warrants on the Treasurer for money due him; and, afterwards, on 11th November, 1815, he received of the United States, a balance due him on said warrants, of \$5,917 85 in Treasury notes, which were then at a depreciation of $12\frac{1}{2}$ per cent. and which he was compelled to lose in the sale of said notes. The Committee consider that this claim ought not to be allowed, as Treasury notes have ever been estimated at the Treasury at par, and any loss that holders of such notes might sustain, by sale at a less value, cannot constitute a just claim to remuneration.

As to the third item in the petitioner's said list of claims, it appears, as already stated in this report, that the petitioner borrowed on his own credit and security, for the use and benefit of the United States, \$377,537 96; and, when funds were furnished him, he paid the money so borrowed. The Committee consider the commission of one half of one per cent. to be a very moderate and reasonable compensation for transacting the business, and incurring all risks; and, that the petitioner ought to be allowed the sum mentioned, the said 3d item, \$1,887 69.

To substantiate the claim under the 4th item, in the said list of petitioner's claims, he proves, that, at the urgent request of the Commissary General, and of the Commanding General, he undertook the difficult and responsible duty of receiving from the public store, the materials for making 132,020 coats, vests, and other garments, in the Clothing Department; also, 24,973 tents, knapsacks, and other articles, in the Quartermaster's Department, Ordnance Department, and Medical and Hospital Department. The materials for all which, the petitioner received, partly prepared to be made up, and partly in an unfinished state, or in the raw material, and which he caused to be manufactured into the aforesaid articles, and finished for the use of the army, and returned the same into the public store ready to be issued. The petitioner employed, diligently, his afternoons and evenings, till a late hour, in attending to this business, during the whole period of its transaction. The petitioner had charge of the extensive Military Depots, and all the military property in that district, during the period of his service, there being no other staff officer in the district, except one Storekeeper. A saving of many thousand dollars was effected, in the manufacturing of the articles of clothing only, the petitioner obtaining, from a given quantity of cloth, four-thirtieths more than was customary and practised at the time of his commencing said operations. The Committee consider that the services performed by the petitioner, and charged in this item, do not come within the range of duties, either of the Purchasing or Issuing Commissary, but constitute a distinct and entire concern: that the petitioner performed the same with zeal and ability, highly commendable, and that the rate of charges made by the petitioner for those services, which form the aforesaid amount of \$8,064 75, is considerably less than the estimat-

ed value of the labor, as certified on oath, by several competent judges. The Committee are, however, of opinion, that the petitioner ought not to be *further* compensated for his services mentioned in said charge, because he has already received \$5,441 74, from the Treasury of the United States, as a compensation for his agency as a Deputy Commissary General of Purchases; during which agency he purchased, for the use of the United States' army, to the amount of \$700,000, and disbursed a like amount of the public money; which agency was during the same period of time in which the services mentioned in said fourth item were performed; and because, also, the petitioner received from the Treasury of the United States, \$3,618 67, pay as an Issuing Commissary, during the same period of time.

The petitioner's claim of \$2,478 95, described in the fifth item, the Committee consider ought not to be allowed, for the reasons already suggested in relation to the fourth item.

As to the sixth item, the Committee are of opinion, that the petitioner has no *legal* claim to the commission there charged. The petitioner shews, to the satisfaction of the Committee, that he made purchases of army supplies to the amount of \$6,753 07; that, not having received funds from the United States to pay for them, after having repeatedly made application, and received assurances that funds should be furnished, the petitioner returned the bills of purchase to the War Department unpaid; yet, as no money was disbursed by him for the purchases, his claims must be supported on equitable considerations, if allowed at all. The Committee, however, for the reasons stated in relation to the fourth and fifth items, consider that the petitioner has been sufficiently compensated for his time during the period of his service.

The Committee report the accompanying bill for relief of petitioner.

The Claim of Amasa Stetson, extending to other services and grounds of Claim, than those for which compensation was required at the War Department, and which, on appeal made to Congress, was partially allowed, at the last Session, is again submitted to the Nineteenth Congress of the United States, at its first Session, by the petitioner.

THE CLAIMANT WAS A PETITIONER to the Eighteenth Congress, to be allowed \$12,009 25, in payment for services rendered, and for expenses incurred for the benefit of the Government, while acting as a Deputy Commissary General of Purchases for the Army, during the late war, and obtained thereof a grant, by the act of May, 1824, of \$6215—when the amount for which he petitioned, was the same which he claimed at the Department of War, in May, 1816, the time when he relinquished his agency.

Deeming the \$12,009 25 at that time only adequate to refund to him the moneys advanced, and, with the \$5,441 74, which had been allowed for making purchases, to the amount of \$700,000, to compensate him for the services which he had rendered. This sum, however, after a delay of eight years, when the interest on it had increased it to \$17,773 69, and after expending several thousand dollars, in obtaining the grant aforesaid, was found very inadequate for that purpose. The claim made was under the following heads, viz. 1st. Cash actually paid by him, as interest on specie, borrowed in 1812-13, to make purchases in his department, in pursuance of positive orders, and on the promise of funds, when funds were not remitted to him in time for payment, amounting to \$2081 49, and interest thereon, from 1st July, 1813, the time when payment thereof was demanded, \$1361 39.

2d. Purchases made by him in specie, by which the public service was relieved, and great advantages accrued to the Government, while the cash thus advanced was refunded to him in Treasury notes, when at a great discount—waiting more than a year for his pay, after the warrants issued therefor.

3d. A balance due to him, of his pay as a Purchasing Commissary.

4th. Extra services rendered by him, under urgent instructions, not supposed to have been, and not in fact within the line of his duty, including actual expenses incurred, in the performance of them.

Of this claim, Congress by the act of May, 1824, provided for paying of the first item, the repayment, merely, of the specie, which had been advanced for its account, in 1812-13, without the interest on it, amounting to \$2081 49

For paying of the second item, the interest on the warrants from the time issued, till 11th November, 1815, which interest had been due $8\frac{1}{2}$ years, amounting to - 514 85

And, of the fourth item, the payment and emoluments of an Issuing Commissary, for 3 years, $3\frac{1}{2}$ months, or in part thereof, the sum only of - - - - - 3618 67

\$6215 01

When the services for which the last item was allowed, had been performed 11 years before, consequently, the pay had been as long due; in effect reducing that amount more than one-third part thereof.

The petitioner finding the provisions by the act of the Eighteenth Congress, so inadequate to that relief, which he feels himself entitled, and as he has shown, revives his claim under the following heads, viz:

1st. The \$1361 39, which was disallowed in the House of Representatives, of the 18th Congress, after it had been allowed by the Senate, being the interest on the \$2081 49, which that Congress repaid to him without interest, after keeping him out of the money nearly 11 years

\$1361 39

2d. Short payment, or balance due, on the warrants which were issued in his favor in 1814-15, arising from the depreciated condition of the currency, Treasury notes, in which \$5917 80 was paid 11th November, 1815, when at a depreciation of 12½ per cent. being the same warrants on which Congress provided for paying the interest to 11th November, 1815, by the act of May, 1824, which balance amounts to

\$739 72½

10½ years interest on that balance since 11th November, 1815, amounting to

454 93

1194 65½

3d. A commission on the specie borrowed on his own credit, for account of the Government, in 1812-13, being the loans for which Congress paid \$2081 49, as the interest, by the aforesaid act of May, 1824, viz. of the State Bank at Boston, per certificate of George Homer

- 336,600 00

Of the Honorable William Gray

- 32,672 00

And James Prince, Esq.

- 8,265 96

\$377,537 96

Which at ½ per cent. amounts to

- 1887 68

4th. Compensation for making, or causing to be made, 132,020 coats, vests, and other garments, in the Clothing Department, 24,973 tents, knapsacks, and other articles, in the Quartermaster's Department, Ordnance Department, and in the Medical and Hospital Department, as per Abstract, including actual expenses incurred thereby

- 8064 76

5th. Balance remaining of the compensation due him as Issuing Commissary. The Senate admitted in 1824, that he was

entitled to the pay and emoluments of Issuing Commissary, for 3 years, $3\frac{1}{2}$ months, while the act which passed Congress for his relief, May 1824, provided for paying therefor but \$3618 64, when, *by law, he was entitled*, for the performance of those services, for that length of time, \$6097 62, more than was provided for by the act, the sum of

2478 95

6th. A commission of $2\frac{1}{2}$ per cent. on army supplies purchased by him, amounting to \$6753 07; the bills of which were, for want of funds, rendered unpaid to the War Department, at the time of his resignation in May, 1816, though funds had been often required to pay them with, and had been repeatedly promised, so soon as Treasury arrangements permitted

168 82

It is urged in support of the FIRST ITEM of this claim, that the money was due to the petitioner, on which he charges interest, the first of July, 1813; that he demanded it of the Government, and has continued to claim payment of it. Though it be the rule of the Government not to pay interest, on the ground that the Treasury is prepared with funds to discharge all demands on it, it will not apply in this case.

The embarrassments of the Treasury in time of the late war, when this claim was urged on it, is too notorious to require proof, nor is evidence necessary to satisfy Congress, that Government has not only paid interest, *but much higher interest* for the depreciated bank paper, with which the loans to the Government were filled, than the six per cent. required on the specie advanced by the petitioner.

That the debt was due, that the money was advanced by the petitioner previously to the 1st of July, 1813, has been admitted by the 18th Congress, in the provisions of the act of May, 1824, for the repayment of the \$2081 49, merely, without any interest on it whatever.

The question is, *Will the Government withhold from the petitioner the money which he advanced for it under the circumstances of this case, until the interest on it, if paid quarter yearly, as it pays the interests on those loans, would amount to more than the principal, and then refuse to pay the simple interest claimed?*

In support of the SECOND ITEM, short payment arising from the depreciation of Treasury notes, in which specie advances were repaid: It seems from reasons given on the former petition, this item must be sacrificed on the altar of expediency, or want of precedent, *when so many exist, and when it is as strongly entrenched in equity and justice, as any claim can be.* The specie, for which the warrant in 1814, (and from which that of 1815 preceded,) issued, *was advanced, in fulfilling the orders of Major General Dearborn, in time of the expected invasion of Boston or its vicinity, in 1813, to provide*

camp equipage, to enable the large detachments of militia to take the field, which he had required of Massachusetts, Maine, and New Hampshire; when such was the alarm, that the Boston banks moved their specie into the country, and merchants their valuable effects for safety, and the petitioner also removed all the public property from the arsenals at Charlestown, to Pittsfield, Dedham, and other towns, and when such was the destitute condition of the Agents of the Government, and total absence of every thing like credit of the Government there, General Dearborn persisted in urging on the petitioner his order to provide the necessary supplies for Maine and New Hampshire, where there were Commissaries; alleging those Agents were also without funds, and would not provide them; that he must have them, our safety depended on it, and that the petitioner must, as he did, provide them. It was under such circumstances, the specie was advanced, for which the warrants issued; and while, too, the petitioner was without the \$2081 49, which he had paid in 1812-13, as interest on the loans, which he had been induced to procure on his own credit, from the exigencies of the time, and pressing importunities of the Government, and when, moreover, payment had been refused by the Accounting Officer, Mr. Simmons, of the interest on those loans. Notwithstanding the circumstances under which those advances were made, a repayment was not to be obtained after the warrant issued for it, though urgently required: at length such became the exasperation of the public creditors, from delay of payment and information, and depreciated condition of public credit, that the petitioner could not proceed among them with the public business. Having been sued, to try the effects of Massachusetts laws, in recovering debts of the public Agents, the petitioner repaired to the Government at Washington for relief, which he could find only in \$12,000 in Treasury notes, with which to appease a host of hungry creditors. While kept out of the money for which the warrant of \$8592 41, issued in 1814. the petitioner was reduced to the necessity of selling, at a discount of 24 per cent. \$2000 stock, which he subscribed at par, to the loan of \$11,000,000 at the commencement of the war, and failed to fill his subscription to the loan of 1814—which would have cost him not more than 60 per cent. of the amount, and reduced the warrant for \$8592 41 to that which was issued in 1815 for \$5917 80, by applying to his own account Treasury notes, which he sold at a discount of 25 per cent. Thus, by advancing the money, on account of the Government, required in fulfilling the orders of General Dearborn, under the extreme exigencies of the times, the petitioner not only devolved on himself additional embarrassments, but was made, on account of the Government, to lose, on the \$2000 stock sold, \$480, by inability to fill the subscription of \$5000 to the loan of \$14,000,000, 40 per cent. on it, amounting to \$2000, and on the Treasury notes, by which the warrant for \$8592 41 was reduced to \$5917 80, \$668 65, together amounting to a loss of \$3148 65, besides difference in interest: and, by the decision of the 18th Congress, the petitioner has been

made to loose the additional sum of \$1,194 65, by refusing him indemnity for the loss sustained on the Treasury notes, with which the warrant of 1815 was paid.

The *second item* in his former petition, was for the loss incurred by being refunded in Treasury notes, at a great discount, when his advances were in specie. This item was rejected by both Houses, on the ground that the principle of the claim was the same with that of many others, all of which have been uniformly rejected by the Government. If the claim be a just one, it is no answer to it to say that other claims equally just have been rejected, and that one man should suffer because others have been made to suffer. The claim is on the principle that every man is entitled to justice; and, if others have been made to suffer by the acts of the Government, it is in the power of the Government to make them satisfaction. It is not the fault of this petitioner if others have failed in their just claims. But, it is believed that most other claims which have been rejected did not stand on the ground of justice, but were such as were rightfully compensated in Treasury notes. They were probably cases in which the Government paid for services rendered to themselves, and when the rate of compensation was determined by their own authority, and not by a contract with the other party; cases where the amount of compensation depended on the will of the Government, and where it was equally important for them to prescribe the currency in which it should be discharged; cases where the parties were at liberty to withhold their services if they were dissatisfied with their compensation. But it is apprehended the Government have never refunded loans of specie in Treasury notes at par. But whatever might be the rule, it is believed that it will not embrace this claim. This petitioner requests to be paid the *cost* of goods purchased by him, with his own money, for the Government. Acting as the agent of the Government, if they ratify the bargain he made for them, they agree to pay the amount which he stipulated to pay to the seller of the goods. The only question in such a case is as to the amount which the petitioner paid. The price is independent of the currency in which it is discharged; the petitioner bought the goods at the cheapest possible price, and paid for them an amount, which, estimated by the currency of Treasury notes, is one sum, and by that of specie is another. The price he paid was equal to a certain sum in treasury notes, and the sum paid him by the Government was a smaller sum in Treasury notes; the petitioner has not been repaid the amount given by him for the purchase. Goods sold at the time for Treasury notes, were sold at a different nominal price from those sold for specie, but the difference was only in the currency, and not in the cost of the goods; the different nominal prices were, in fact, but the same real price. The Government are requested to pay the petitioner the same amount that he paid, and if the amount refunded to him be in one denomination of currency, the cost should be estimated in the same denomination, and not in another of a different value, and by which the goods are supposed to have cost less than the actual price paid for them. The price of the goods,

denominated in Treasury notes, was a higher price than the Government has paid the petitioner in Treasury notes, and he asks for the difference. He asks only that the goods should be stated in his account at the amount he actually paid for them, and not at a smaller amount, and that the actual cost should be refunded to him. As the Government received the goods which the petitioner purchased for them, he asks them to pay the price he agreed to pay for them, and if the price has been paid out of his own pocket, that it should be refunded to him; and that the cost of the goods should not be estimated in one currency, and the sum to be paid for them by the Government, in another. In regard to this item, as in regard to the one last mentioned, the difference between the sum given for the goods by this petitioner, and that refunded to him by the Government, was a loan of so much money to the Government; or, in other words, the petitioner loaned to the Government the whole amount the goods cost, and *that loan has as yet only been paid in part—the balance, with the interest upon it to this time, is the amount yet due on the loan. Any sum short of that, will not pay back to this petitioner the price he has paid for goods which he purchased as the agent of the Government—Government will not pay, in fact, the price which the Government, by their agent, agreed to pay.*

In support of the THIRD ITEM, it is contended, that this claim is within the principle of the allowance made to the Vice President of the United States; and, however much the services of the petitioner may fall short, in amount or importance, of those of that distinguished and patriotic officer, yet, it is presumed, they were of the same character. That greater necessity could not well exist for funds for any purpose, than to provide blankets and necessary clothing for the troops in that climate, and that the demand for them, at the time the money was borrowed by the petitioner, could not have been more urgent and pressing, he presumes has been already satisfactorily shown, by documents heretofore introduced; it has, also, been shown that the money borrowed by the petitioner, was on terms far lower than the money borrowed immediately by the Government, and was expended in a manner highly beneficial to the public service. *If the labor and responsibility of negotiating these loans, and the value of his own credit thus lent to the Government, be not a subject of compensation at times like those, when these exertions were so perplexing, burdensome, and injurious, to this petitioner, it is difficult, indeed, to perceive what services, in any citizen, could be a subject of compensation.* The allowance, on the same principle, to the Vice President has excited but one sensation through the People of the Country—of joy, that such services and sacrifices were at length regarded, mingled with a regret, that an act of such distinguished justice could have been so long delayed. Should a question still exist of the expediency of allowing this claim, let the correspondence which took place at the time, on the subject relating to them, between the Commissary General and the petitioner, which will be found among the documents in this case be referred to; if the fiscal embarrassments of the National Treasury, in time of the war, be also considered, such doubts can no longer exist.

The Treasury, in obtaining its war-loans, not only issued \$100 six per cent. stock for \$82 of the notes of banks, when at a depreciation of 20 to 25 per cent., but paid a commission for obtaining subscriptions to the loans, at such price. The Government could not realize, in specie, more than \$60, for the \$100 stock; the interest of which is paid at the Treasury quarter-yearly.

The petitioner has also been informed, that Governor Tompkins borrowed, for the United States, a large amount in the notes of the banks of the State of New York, at an interest of 7 per cent. when at a depreciation of 15 per cent.; for which, and for disbursing it, or for distributing the money among the disbursing officers, Congress have allowed him 5 per cent.: and, in this case, too, the United States have repaid those loans in specie, or paper at its specie value. Can there be a question then, of the justice of this claim, where 6 per cent. interest only was paid on the specie borrowed, and where the Government not only obtained relief for the army by it, but realized, and the accounts in the Department will show it, more than \$16,000 on less than \$30,000, of the money with which 10,937 three and three and a half point blankets were purchased? Compare the prices, \$2 72 paid for them, with the \$4 to \$4½, paid for the like blankets, when Government had money to purchase them, at, and subsequently to, the 12th July, 1813, the time when funds were furnished the petitioner to repay those loans.

In support of the **FOURTH ITEM**—preparing supplies for the use of the army: *the petitioner states*, that, though under this head, *he performed most extensive, perplexing services, of an arduous and responsible nature, as will appear by the deposition of John Champney, and others, he rendered no claim of compensation for them, nor for other services which he rendered*, in relation to the army: for, when the petitioner relinquished his agency, May, 1816, he claimed only to be reimbursed sums of money advanced, loss on Treasury notes, and to be allowed the pay and emoluments of an Issuing Commissary. Having, also, rendered these services extensively, and there having by law been a definite sum provided to compensate them, this service was fixed on, in preference to that for making the clothing, &c., where there was not known to exist any established compensation. The claim preferred to the Department of War, was for \$12,009. Failing to obtain it at the Department, and of Congress, until the interest on it had increased it to the sum of \$17,773 69; and being unable to obtain of it, as will appear by the act of the Eighteenth Congress, which passed May, 1824, but \$6,215, leaving justly due thereof, the sum of \$11,558 69, after several years' exertions, and an expenditure of several thousand dollars. It became necessary, under such circumstances, to bring up, for payment, these services, or remain poorer for the agency, notwithstanding all the exertions made in serving the Government for about four years. The petitioner's appointment was that of a Deputy Commissary of Purchases, the duties of which office are provided for by the Act of March 28, 1812, sect. 5, which enacts, that "it shall be the duty of the Commissary General, under

the direction and supervision of the Secretary of War, to conduct the procuring and providing of all arms, military stores, clothing, and generally all articles of supply requisite for the military service of the United States; and *it shall be the duty of the Deputy Commissaries, when directed thereto*, either by the Secretary of War, the Commissary General of Purchases, or in case of necessity, by the Commanding General, Quartermaster General, or Deputy Quartermasters, TO PURCHASE all such of the aforesaid articles, as may be requisite for the military service of the United States." The compensation fixed for their services was a commission of $2\frac{1}{2}$ per cent. on the purchases not to exceed an annual compensation of \$2,000. By the provisions of this act, it cannot be doubted that *the only duty imposed upon a Deputy Commissary was the act of PURCHASING: it was in the nature of a mercantile agency to buy, and to place the articles bought in the proper department of the public service. It was for this agency a commission of $2\frac{1}{2}$ per cent., under certain limitations, was provided*, and had all the services of this petitioner been confined to his official duties, no difficulty would have existed in securing the emoluments provided by law. But *the services of the petitioner were of a far different and more arduous character. Not only were immense purchases made by him, but he was also employed in the additional duties of an issuing Commissary—in the office of distributing as well as in that of collecting the supplies. That this additional duty was also to be compensated, was so obvious that both Houses of Congress have already made a partial provision to that effect. The duty of an issuing or special Commissary is provided for by the Act of March 3d, 1813, and made to consist of "receiving from the Commissary General of Purchases, or from his deputies, and of distributing to the Regimental Quartermasters, and to such officers as may, by the Secretary for the War Department, be designated, the clothing and other supplies purchased by the Commissary General aforesaid, or his deputies, and destined for the use of the troops belonging to the army, or in the vicinity of the place to which such Assistant Commissaries may respectively be attached; and said Assistant Commissaries shall, whilst employed, be entitled to the pay and emoluments of a Deputy Quartermaster General."* The two officers provided for by the several sections, were intended, on the one part, for the collection of supplies, and, on the other, for the distribution of them to the points where the public service required them. That this petitioner performed both these duties, has already been proved to the satisfaction of Congress; and if he had performed no further service, he would, on this account, have no further claim, *except for such a portion of his pay as an issuing Commissary, as was not included in the grant already made to him.* The law contemplated that clothing, among other articles, was to be purchased by the Commissary; it supposed the Commissary would contract with some suitable person to furnish such articles as were needed, and that the clothing, when completed, would be delivered to, and distributed by, the Issuing Commissary. But

such was the scarcity of proper materials, during the war, that it was found impracticable to contract with persons to supply the clothing, or that a dependence alone on such contracts would be highly prejudicial. The materials required for such purchases, were not, at all times, to be had; and great advantage accrued to the Government from the purchase of them by the Commissaries when favorable occasions occurred, and by contracts for the manufacture of them, instead of contracting with persons for the clothing, and leaving to them the business of providing the materials. From such causes the orders to this petitioner were, generally, in the most pressing and explicit form, to purchase the materials, and such orders were duly complied with. To have those materials made up, was a duty not, apparently, contemplated or provided for by the law, but it was one which this petitioner readily discharged without questioning his liability to perform it. It is apparent, that the petitioner could have contracted with some person for the making up these materials in proper form, as he now understands was the practice of the Commissary General and other Deputy Commissaries, and his duty would have been confined merely to superintending the operation—a duty, though not probably belonging to his office, yet one which might have been discharged with little comparative labor. The lowest rate at which such person could have undertaken this service, would have been a sum sufficient to pay the laborers employed, and to pay him for his time, and the responsibility of the service. Your petitioner, however, performed the service in the whole operation, himself; and if by it he devolved on himself a responsibility and perplexity to which the Commissary General and others, were strangers, who adopted the different course, he has the satisfaction to believe Government derived advantages from it worthy of consideration, and such as Congress will duly compensate, in addition to the pay of a Purchasing and Issuing Commissary. A similar expense must have been incurred by the Government in any other mode of obtaining supplies; for, if a contract had been made for the supply of clothing, including the materials as well as the labor, the lowest rate at which they could have been obtained, would have been the cost of the materials, of the laborers hired to work upon them, and a fair compensation to the contractor by whom the labor was directed and superintended. From the nature of the business and orders received, the petitioner could not feel himself justified in committing the public interest to the charge of any person, wherein it was so much exposed, as it must be in the transformation of cloths into garments; he, therefore, in discharge of the trust reposed in him, drew the materials from the public store, receipted to the military store keeper for them, and assigned them to their appropriate use. Some of them were sent to the clothier to be fulled and dressed, others to the dyer to be dyed. The petitioner employed the work people, delivered to them the materials, and received from them the garments; and attended to the business himself, in every stage of it, until the clothing was re-delivered into the arsenal; prepared to be issued, and

for transportation, and the store keeper's receipt taken for it. *This arduous part of his duties, which kept him in constant and indefatigable employment to the latest hour of the night, as it has been made to appear by the most respectable depositions already in the case, has never been compensated.* He asks, then, for such an allowance, under this head, as would have been paid to any one who might be employed to furnish clothing from the materials thus purchased; who would have taken the materials in the state purchased by the Commissary, and returned them in clothing after a given pattern. The Government has, heretofore, been charged only the sums actually paid to the different workmen employed by the petitioner. *The arduous duty of employing numerous workmen, of distributing to them the materials, of arranging them for the objects to which they were suited, of examining, in minute parcels, the materials as they were taken away, and of the garments as they were returned; of superintending the work, and of paying the workmen; and, in effect, having the whole labor and responsibility of a contract for supplying clothing from materials furnished, devolved on this petitioner.* He is prepared to show that, by his services in this respect, the clothing came to the Government as cheap as they could be made, even after a proper allowance is made to him for his labor and responsibility in this behalf. That he has not claimed it before, is simply because he supposed his services, in these various respects, would have been compensated by an allowance to him of the claim before made.

If it be objected that the duty of a Purchasing Commissary included services of this nature, it is apprehended that such a position cannot be established. For, suppose the petitioner had purchased, in one year, a quantity of materials sufficient to clothe the whole Northern army, during a period of three years, his commission on such purchases could not exceed two thousand dollars; yet, if it was his duty, as Commissary, to have these materials made up into clothing, he might and would have been employed several years in this object, without the possibility of receiving any compensation after the first year. To have superintended the labor of making up these materials; to have employed each of the different workmen; to have delivered them the materials in small parcels, adapting them specifically to the object to which they were designed; receiving, from time to time, the clothing as it was made, and settling the various accounts with the workmen, would have required, at least, five times the period requisite for the purchase of the materials. *It was, in its own nature, an essentially different occupation from that of purchasing supplies, and can no more be ranked among the duties of a Commissary, than if the Government had directed him to procure a quantity of salt petre: it would have been his duty, as such, to have caused it to be manufactured into powder, without any compensation beyond a commission on the purchase; or, if the Government had purchased a quantity of flour, it would have been incumbent on this petitioner to have had it baked into bread.* That hundreds of workmen could not be employed for such objects, without re-

quiring the constant care of an agent, is obvious; and that the services of such an agent would have been entitled to a compensation equivalent to the time he employed, and the responsibility he incurred, cannot, it is presumed, be disputed. *Yet such services were rendered by this petitioner, and he caused materials to be worked up under his own directions, to an immense amount, making, in the period of nearly three years, about 14,000 coats, and more than 130,000 other garments, as appears by the abstracts, hereto annexed, of his returns to the War Department. That he was indefatigably employed during the course of this time, in this object, appears by the depositions already produced, of John Champney, Joseph Devenport, and Darius Boardman. That he performed it himself, in the most economical manner, measuring the materials delivered to each workman, and examining critically the manufacture returned, and, generally, the complex and various duties which such an occupation requires, has been made to appear by the same depositions.* That he paid no other person for the agency of this work, and that the Government has, in fact, been charged no more than the sums actually paid to the laborers in his employ, also appears by the accounts of this petitioner, settled with the War Department. By the depositions accompanying this petition, it appears that the Government would have been obliged to pay any other person for similar services, a sum larger than is claimed by this petitioner; and, if the clothing had been purchased ready made, the lowest price would have been the first cost of the materials, of the labor employed, and a much greater sum for profits of the contractor. Knowing the transformation of cloths into garments, to be a process of doubtful result, and one in which the public interest was greatly exposed, the petitioner who, having been charged with this business, gave himself no repose, till a system of security was devised, and the quantity of cloth necessary for the respective garments, ascertained; and having demonstrated a saving of about 14 per cent., or $\frac{4}{30}$, could be made, compared with the quantity which had been issued to the tailors under the old system of the Purveyor, Mr. Cox, as the deposition of D. Boardman, shows. A system was adopted, based on this calculation. But, in giving effect to the new system, by which the work people* were deprived of such booty, the old Inspector of Clothing was replaced by J. Deavenport, from the country, and a new set of work people procured from the neighboring towns. This system was not, however, to be kept up and made effectual, without a vigilance, constancy, and energy, painful to maintain. The petitioner, however, having exercised those faculties in this business, as the deposition of John Champney tends to show, and in every thing else committed to his charge; and the Government must have realiz-

* A Mr. Bradford, who refused to make clothing after the new pattern, since told the petitioner he made the clothing for the Oxford army, under Gen. Hamilton; that he gained more to himself from the cloths saved, of the pattern delivered him, than his pay amounted for the work, in making the clothing.

ed from their exercise, immense advantages, for, on the 132,020 coats, vests, overalls, shirts, and garments, in the clothing department, *morely*, which the petitioner caused to be made, as the abstract shows, the Government realized, in the $\frac{4}{30}$, a saving of materials for 17,602 garments of the different kinds, which, at that time, must, on the average, been worth \$2 50 each, amounting to \$44,005 00. A want of data precludes the petitioner from showing other advantages, also, which the Government derived from the manner in which he applied himself to the making of the 24,973 tents, knapsacks, and other articles, which the abstract aforesaid shows he caused to be made in the Quartermaster's Department, Ordnance Department, and in the Medical and Hospital Department.

That the duties of this petitioner, as Commissary, did not include such services, the law shows; and it further appears by a comparison with the similar office of the Navy Agent. An instance, it is presumed, cannot be found in the United States, where a Navy Agent has been required to employ laborers for the manufacture of materials into clothing for navy supplies; he has, in such cases only, contracted with the principal, leaving to him the employment, direction, and superintendence, of the laborer, and paying him a fair equivalent for such services, in addition to the actual cost of the labor he employed.

The accompanying documents show what a reasonable compensation would be for such services, and what the Government must, of necessity, have paid, if they had expressly hired them, and would have paid in the price of the article, if the clothing already made up had been purchased. *A reasonable compensation for such services is now asked by this petitioner, and it is difficult to perceive any principle on which it can be denied; it is only asking such compensation as the Government would have paid to a responsible superintendent, if this petitioner had employed one, and which cannot afford a less reasonable demand, when performed by one of their own officers, in times of critical interest, and in pursuance of the most pressing and earnest solicitation.*

In explaining the FIFTH ITEM, the petitioner states, that, in the course of the war, he performed various services in the Quartermaster's Department, and issued all the ammunition and other munitions of war required, from the great depot of stores for the North, at Boston and Charlestown, for the forts, the field and recruiting service, and also for the hospitals and prisoners of war, who, or most of whom, were returned to that district; which duty, for want of responsible officers, and in consequence of informal and irregular applications made for supplies, was both perplexing and responsible. There having been no regular officers of the staff of the army at that station, except the military storekeeper, the petitioner was required to perform almost every other service also relating to the army, devolving on him in the execution of the orders received, intense application, great sacrifices, and responsibility, as the deposition of John Champney

and others, prove. All those services the petitioner performed, and to greater extent, he presumed, than the whole army under the peace establishment could require; for which the Government have been paying \$7,800 per annum. The petitioner, however, performed all those services for 3 years 9 $\frac{1}{3}$ months, viz: From the 6th August, 1812, to the time of his resignation, 16th of May, 1816, and was allowed for them, by the act of May, 1824, \$3,618 67, when the Senate admitted, by the acceptance of the report of the committee, that the petitioner was entitled to the pay and emoluments of an issuing commissary, for 3 years 3 $\frac{1}{3}$ months, which amounts to \$6,097 62, more by \$2,478 95, than Congress, by the aforesaid act, provided for the payment; that difference, amounting to \$2,478 95, is what the petitioner asks for the allowance of.

In regard to the SIXTH ITEM, the petitioner considers it necessary merely to state, that, at the time the petitioner resigned, in May, 1816, there was due from him, for supplies purchased a long time before, the sum of \$6,753. This debt was not discharged by him, because he could not procure funds from the Government for this purpose, after a great delay, and most pressing applications; he therefore rendered to the War Department, the accounts therefor, unpaid for want of funds. Although the whole labor and responsibility of purchasing these supplies, and placing them in the public stores, was performed, he has never received any commission on the amount, because the funds did not pass through his hands by which the debt was discharged—the form in which the commission was allowed, being only on moneys disbursed. The petitioner performed his duty, but because the money to pay for the supplies did not pass through his hands, he received no compensation; and the reason why it did not pass through his hands, was, because the Government at that time could not furnish it. On this principle, if all the supplies purchased by this petitioner had been bought on credit, and Government had been unable to supply money to pay for them, no commission whatever would have been allowed him. And his unremitted labor, responsibility, and sacrifices, for four years, would have been without any compensation. There is something so extravagant in such a position, that the petitioner presumes it can be only necessary to state it, to have it discountenanced by Congress. As this commission would have come into the last year of the petitioner's service, it would have been paid him for his commission, that year far short of \$2,000, viz: about 3 or \$400.

The petitioner has thus considered the grounds of his present claim, and offered those reasons which suggested themselves to his mind, why they should be allowed. He is aware the terms of the grant already made to him implied, that the compensation was in full of all the services the petitioner had rendered, while in the employment of the Government during the late war. The amount granted this petitioner was \$6,215, and made up of the following items:

Cash paid by this petitioner for interest of money borrowed by him for the use of the Government, -	-	\$2,081 49
Interest on warrants issued by the Government in his favor, and not paid, -	-	514 85
His pay as an issuing commissary, -	-	3,618 66
		<hr/>
		\$6,215 00

This grant, therefore, allows him nothing for interest on the \$2,081 49 which he advanced for the Government, and which was not returned to him for eleven years afterwards, although the Senate expressly directed its committee to report a bill providing for such an allowance, and passed it when reported.

It allows him nothing to indemnify him for the difference in the amount of specie which he paid for goods bought for the Government, and the amount which the Government refunded to him in Treasury notes.

It allows him nothing for his trouble and responsibility in negotiating the loans.

It allows him nothing for his trouble in his agency of *procuring the making of immense quantities of clothing, not within the line of his duty, either as a purchasing or issuing commissary.*

And finally, it does not allow him all the emoluments of a Deputy Quartermaster General, provided by the act for the office of an issuing commissary; nor has any thing been allowed for many other services not here enumerated.

That the language of the bill, purporting to have provided an indemnity when it does not, will not affect this claim, he humbly trusts. If the recital were true, that it was a full indemnity, then it would be answer enough to the petitioner's claim that he was already indemnified, and the recital would add no strength to it. If it were not true that he had received an indemnity, the language was a mistake, and Congress certainly will not avail itself of a mistake in its own language, to defeat the just claims of one of its citizens. The language is that of Congress, and not of the petitioner, and cannot be construed into an acknowledgment that he has been indemnified. It is, indeed, of no other import than that the Committee of Claims of the House of Representatives, were of opinion that the sum granted him was a sufficient indemnity for all his advances and services; it is, however, the correctness of that opinion which the petitioner controverts, and which he submits to the justice of Congress. If the receipt of the grant could have been deemed an admission by the petitioner, that he was satisfied in full, he would have declined the grant; but the assurances of some of the most distinguished members of Congress that such would not be its effect, reconciled him to its language. The grant was made at a late moment of a long and laborious session, in the general pressure of business, and the language of it could not have been modified in either House without postponing its consideration to another session. The petitioner had suf-

ferred enough already by the delay in the allowance of his just claim, without wishing to protract the allowance even of a part for another year, and that too, when he felt satisfied, from the assurances he received, that a recital in an act, that the sum allowed was a full payment for services rendered, would not preclude a citizen from showing there were other services, for which the sum granted contained no indemnity. If such could be the effect of a grant, when Congress had given a full consideration of the claim, as well for the services not compensated, as for those which were, yet it could hardly be deemed such, when the language, under the circumstances of the case, could only import the opinion of the committee who reported the bill, and which passed the House without discussion. But the petitioner respectfully apprehends that a grant of money for a part of several items claimed, was not intended to be, and will not be applied to any other items than those which it did in fact satisfy.

B. No. 1.

IN THE SENATE OF THE UNITED STATES, *January 22, 1824.*

Mr. RUGGLES, from the Committee of Claims, to whom was referred the petition of Amasa Stetson, of Boston, reported :

That the petitioner was appointed a Deputy Commissary General of Purchases, at the commencement of the late war, and that he continued to serve in that capacity until some time after the conclusion of peace. The whole amount of money disbursed by him, in the discharge of the duties of his office, was about \$700,000. On the settlement of his accounts at the Treasury Department, he was allowed a compensation for his services, at the rate of two and an half per cent. on the disbursements made by him in each and every year, excepting when the two and an half per cent. in any one year amounted to more than \$2,000; he received no more than that sum, it being the maximum allowed by law. Two and an half per cent. on the whole sum of money disbursed, would have amounted to \$17,500. The whole amount of compensation received by the petitioner, for nearly four years services, was \$5,441 74. The petitioner was allowed at the Treasury Department the sum of \$788 77, for interest paid by him to William Gray and Thomas Furber, for purchases made of them for the use of his Department, for which, at the time of purchase, he had not in his hands funds of the Government to advance. The petitioner now claims a further allowance, under the following heads :

1st. Amount of interest actually paid by him for purchases in his Department, in pursuance of positive orders, and on the promise of funds, when funds were not remitted to him in time for payment.

2d. Purchases made by him for specie, by which a great advantage accrued to the Government, while the funds thus advanced were re-

funded to him in Treasury notes, at a large discount; waiting more than a year for his pay, after the warrant was issued therefor.

3d. A balance due him on account of his pay as Deputy Commissary.

4th. "Extra duties performed by him under positive instructions, not supposed to have been, and not in fact, within the line of his duty; including actual expenses incurred by him in performing such extra duties."

Under the 1st item, the committee are of opinion, that the petitioner ought to be allowed the sum of \$2,081 49, being for interest paid by him for money loaned for the use of the Government.

Under the second item, although the committee are aware that there was some difference between the value of specie and Treasury notes, at the time payment was made to the petitioner, yet they deem it inexpedient to make any allowance in this case, as there were a great number of the creditors of Government who stood in the same situation, and to whom no relief has been granted.

Under the third item, the committee are of opinion, that the construction given to the law, determining the amount of pay due the petitioner for his services, as Deputy Commissary of Purchases, is correct, and that no further allowance ought to be made.

Under the fourth item, from the evidence which has been laid before the committee, they are satisfied that the petitioner did perform various and important services to the country, not within the line of his duty as Deputy Commissary of Purchases, under the orders of the officers of Government, for which he ought to be allowed and paid. Those services were rendered in the Quartermaster's Department, and in performing the duties of issuing commissary. The committee therefore believe that no more than justice will be done to the petitioner, by granting him the pay and emoluments of an issuing commissary for three years and three months and one third of a month, amounting to \$3,618 67. They therefore report a bill for his relief.

B. No. 2.

An Act for the relief of Amasa Stetson.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay to Amasa Stetson, of Boston, out of any money in the Treasury, not otherwise appropriated, the sum of six thousand two hundred and fifteen dollars; being for interest on moneys advanced by him, for the use of the United States, and on warrants issued in his favor, in

the years 1814 and 1815, for his services in the Ordnance and Quartermaster's Department, for superintending the making of army clothing, and for issuing the public supplies.

B. No. 3.

A bill for the relief of Amasa Stetson.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay to Amasa Stetson, of Boston, the sum of five thousand and seven hundred dollars and sixteen cents, out of any moneys in the Treasury, not otherwise appropriated, it being for interest paid by him for money loaned for the use of Government, and for his pay and emoluments for services rendered the United States during the late war, as issuing commissary.

The following is the amendment reported by the Committee of Claims, under instructions from the Senate, accompanying the recommitment of said bill, viz :

“SEC. 2. *And be it further enacted, That the Secretary of the Treasury be, and he is hereby, authorized and directed to pay to the said Amasa Stetson, five hundred and fourteen dollars and eighty-five cents, being for interest on two warrants issued in his favor in 1814 and 1815, until paid; also, one thousand three hundred and eleven dollars and thirty-three cents, being for interest on two thousand and eighty-one dollars and forty-nine cents, paid by the said Amasa Stetson, as interest, on moneys loaned him for the use of the Government during the late war.*”

Which amendment was adopted by the Senate, and the bill embracing the two foregoing sections passed the Senate the 12th of March, 1824.

C. No. 1.

STATE BANK, BOSTON, Nov. 9, 1824.

I certify, that it appears by the books of this Bank, that Amasa Stetson, Esq. paid for interest on notes discounted, from October 15, 1812, to July 1, 1813, eleven hundred and sixty-eight dollars and sixty-six cents, a schedule of which is hereunto annexed. It also appears, by the books of the bank, that the money borrowed by him was appropriated to pay demands on him as Deputy Commissary, to 31st March, 1813; his accounts as Deputy Commissary, on said 31st of March, appearing to be overdrawn fifty-five thousand five hundred and four dollars seventy-eight cents; and by his private accounts of

the same date, there appears a balance due him of fifty-six thousand and forty-nine dollars eighty-two cents, at which time the government of the bank determined that the accounts should no longer stand in that way; and his private accounts was debited, and his account as Deputy Commissary credited accordingly.

GEORGE HOMER, *Cashier.*

Notes discounted at the State Bank for Amasa Stetson, Esq.

<i>Date.</i>	<i>Promiser.</i>	<i>Endorser.</i>	<i>Amount.</i>	<i>Discount.</i>
1812,				
Oct. 15,	Amasa Stetson,	Jacob Canterbury,	\$3,100	7 75
19,	do	do	500	6 92
Nov. 5,	do	Collateral Security,	7,200	72 00
16,	do	Jacob Canterbury,	5,000	16 66
Dec. 3,	do	do	12,000	80 00
"	do	do	5,000	12 50
17,	do	do	17,000	51 00
31,	do	Collateral,	7,200	72 00
1813,				
Jan. 4,	do	Jacob Canterbury,	17,000	42 50
18,	do	do	17,000	42 50
Feb. 1,	do	do	17,000	42 50
15,	do	do	15,000	37 50
25,	do	do	15,000	37 50
"	do	Collateral,	7,200	72 00
March 1,	do	Jacob Canterbury,	15,000	37 50
22,	do	do	30,000	75 00
April 5,	do	do	25,000	75 00
22,	do	Collateral,	7,200	72 00
29,	do	Jacob Canterbury,	3,000	9 00
22,	do	do	15,000	37 50
May 6,	do	do	15,000	37 50
17,	do	do	5,000	12 50
20,	do	do	18,000	54 00
31,	do	do	5,000	15 00
June 3,	do	do	18,000	60 00
17,	do	Collateral,	7,200	72 00
"	do	Jacob Canterbury,	5,000	15 00
21,	do	do	18,000	45 00
July 1,	do	do	5,000	8 33
			<hr/>	<hr/>
			\$ 336,600	1,168 66

C. No. 2.

Statement of moneys loaned to Amasa Stetson, Esq. by William Gray.

1812. Nov. 13.	Cash paid J. Torrey & Son	-	\$21,672
1813. April 3.	Cash paid to Amasa Stetson	-	6,000
" " 26.	do do	-	5,000
			<hr/>
			\$32,672
			<hr/>

S. Dow has examined the books, and finds the above sums paid for the account of Amasa Stetson.

WM. GRAY.

C. No. 3.

OFFICE OF DISTRICT MARSHAL, MASSACHUSETTS,
Boston, January 15, 1818.

This may certify, that, on the thirteenth day of April, 1813, at a sale of prize goods, for a private armed vessel of war, Amasa Stetson, Esquire, Assistant Commissary General, made *cash* purchases to the amount of eighty-two hundred and sixty-five dollars and ninety-six cents: that on his stating that he was not in cash from the Government to discharge the bill, an arrangement was made to take his note, payable for this sum in sixty days, on interest; and when he paid the note, the interest thereon, and which he paid, was eighty-two dollars and sixty-six cents.

JAMES PRINCE,
Marshal Massachusetts District.

ABSTRACT of the Returns made to the Superintendent General of Military Supplies, by Amasa Stetson, Deputy Commissary, of the Clothing and other Articles made and prepared by him for the Army in time of the late War.

Date, or time to which the returns were made.	Cloaks.	Watch Coats.	Coats.	Vests.	W. Overalls.	I. Overalls.	Frocks.	Trowsers.	Gaiters.	Shirts.	Bed-sacks, Sheets and Pillow Cases.	Tents.	Knapsacks.	Horse hides, dressed.	Canteen cords.	Drum slings.	Mess pans.	Shot cannisters
1813. 4 quarters, ending 30th June	91	132	7800	6450	12909	11922	5316	4969	4703	27200	581	1349	2631	.	4308	.	.	.
" 2 do do 31st Dec'r	59	.	1221	1791	173	.	.	180	860	8000	.	.	2900	.	1000	100	160	100
1814. 1 quarter, ending 31st March	.	.	2001	1476	2946	2610	3010	.	2550	506	220	.	265	.	.	.	224	.
" 1 do do 30th June	29	.	1183	30	1775	3308	31	.	451	7641	.	.	2	5158	.	.	225	.
" 1 do do 30th Sept'r	.	.	653	1284	273	4	342	5	2	851	660	816	2615	.	.	.	1344	.
" 1 do do 31st Dec'r	.	22	707	5	1492	2	.	.	88	302	.	.	.	.	.	.	.	.
	197	154	13565	11036	21133	18846	8799	5154	8654	44500	1461	2165	8713	5158	5308	100	1953	100

THE UNITED STATES, TO AMASA STETSON, D.

To making or causing to be made, from articles receipted for, and for which he was made responsible for the re-delivery into the Public Store, to the Military Storekeeper, when prepared for the army, 13,898 Cloaks, Coats, and Watch-coats, as per above abstract, at 10 cents each

" Making, &c. 56,169 Overalls, vests, and Trowsers, at 5 cents each	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	389 80
" " 8,654 pair Gaiters at 4 cents each	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	808 45
" " 53,299 Shirts and Frocks, at 4 cents each,	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	346 16
" " 1,476 Bed-sacks, sheets, and Pillow Cases, at 4 cents each	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	2,131 96
" " 2,165 Wall and Common Tents, at 25 cents each	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	58 44
" Dressing 5,158 Horsehides, at 5 cents each	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	541 25
" Making 8,713 Knapsacks, at 5 cents each	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	237 90
" " 5,408 Drum Slings, and Canteen Cords, at 1 cent each	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	435 65
" " 2,053 Mess Pans and Shot Cannisters, at 2 cents each	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	54 08
	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	41 06

Dollars, 8,064 75

E. No. 1.

I, John Champney, of Roxbury, in the Commonwealth of Massachusetts, of lawful age, testify, depose, and say, that I was employed as an Inspector, in the United States' Commissary's Department, of the purchases made by Amasa Stetson, Esq. Deputy Commissary, from March, 1813, until the close of the war; and during a large part of the time, to wit, from the time Joseph Davenport resigned, in the summer of 1813, I was employed also as an Inspector of Clothing. On leaving this employment, I was appointed to an office in the Custom House, and now hold the office of Weigher and Gauger. I have, heretofore, given a deposition in regard to the petition of said Stetson, which is printed among the documents in support of said petition, and is marked T. No. 2, which deposition is correct in all the particulars therein stated.

Quest. by Amasa Stetson. Will you please to state, whether, during the time you continued with me as inspector, I performed any services for the Government, in addition to the purchasing and issuing of army supplies, and, if so, what those services were?

Ans. I stated, in my former deposition, that the cloths, duck, &c. bought for the army, were, by the said Stetson, drawn out of the public store, and made into clothing, tents, knapsacks, &c. for the use of the army, and delivered a second time into the public store, and the storekeeper's receipt taken for the same. These materials were generally drawn from the public store, after they had been receipted for by the public storekeeper, and made into articles in a state for use; and great numbers of persons were employed in the manufactures aforesaid, with whom, accounts were separately opened and adjusted, by said Stetson. The measures adopted by him, to prevent a waste of the materials, and to secure a return of as many articles as it was possible to have made from the materials, were remarkably exact, minute, and laborious, and were a subject of complaint from the persons employed; that such strictness was unprecedented; and the number of garments, in conformity to the pattern, required from the same quantity of materials, such as had never been exacted before. The manner of Mr. Stetson, was to measure the contents of every piece of cloth he delivered, in square inches, and to require the number of garments to be returned, which the cloth could make. There was no departure from this mode, although its execution was attended with extraordinary labor, and productive of dissatisfaction from the persons employed. The patterns employed by Mr. Stetson, were adopted to the different sizes of men, in the proportion they were required for the use of the army; and the saving, thus made to the Government, in the quantity of materials requisite for the same supplies, was a subject of general remark from every one conversant with the transaction. The pecuniary saving to the Government, accomplished by these means, I considered, from the immense quantity of clothing thus made, must have been a sum of very great magnitude. As to the services performed by the said Stetson, not required by the duties of a purchasing or issuing com-

missary; it is out of the power of this deponent to draw the line between the duties required by those offices, and those which were not; but this deponent knows, that said Stetson was called upon for every kind of supplies needed for the army; not only to issue supplies in the clothing department, but also in the ordnance department, quartermaster's department, and medical and hospital department; and often required, by the Commanding General, to issue for the returned prisoners of war, and for portions of the militia, called out on the sea-coast in this quarter, and were made as well for New Hampshire and Maine, as in this military district. This deponent further states, that such was the difficulty of procuring materials for proper supplies for the army, that it was frequently necessary to purchase large quantities of materials, in such a state that much additional labor was requisite, to bring them into a state in which they could be made up into supplies; that for instance, quantities of flannels were purchased, which had to be fulled and dressed to be made into cloth; that a large quantity of cloth was purchased, which had to be dyed; that a large quantity of hides were purchased, which had to be dressed and cut, before they could be made into knapsacks; besides other articles in a similar state. This additional labor was procured by the said Stetson, and performed under his care and superintendence, and accounts opened and adjusted with the persons employed. This deponent further states, that the said Stetson collected arms, accoutrements, and clothing, from different recruiting rendezvous within this military district, where they had been kept by different officers in the recruiting service, some of which were distant 40 miles from Boston, and which were all placed by said Stetson, in the public stores, and an account rendered of them. The said Stetson also had the care of the public arsenals within this military district, and went frequently, sometimes three or four times a week, to the arsenals, to superintend the safe keeping of the public supplies contained in them; and, during the war, the articles contained in the said arsenals were removed by said Stetson, to a place of safety, at the time of the alarm of an attack from the enemy, and guards were provided, at his request, to guard them before their removal. It is impossible for this deponent to enumerate all the services rendered by said Stetson, in regard to the public supplies; he will only state, in general, that he was called upon for the performance of every kind of service, in purchasing and issuing public supplies, in collecting materials, in getting them wrought into a state for use, and in having them made up into articles needed; that his attention to these duties, as stated in a former deposition, were indefatigable, engrossing his whole and undivided attention, from an early hour in the morning until a late hour at night, not only on week days, but frequently also on Sabbath and holy days; and, in the language of my former deposition, of all the business, public or private, with which I have been acquainted, I never knew any one more devoted to it than said Stetson was, in the discharge of these various duties.

Quest. by Amasa Stetson. What number of persons do you suppose were employed by me, individually, in preparing and making up the materials as before stated; persons with each of whom I opened and

adjusted accounts, independent of such persons as they themselves employed under them, to aid them to do the work—and what portion of my own time was taken up in the performance of these services, in addition to those I rendered in purchasing and issuing military supplies?

Ans. I find, from examining the books of account, opened with the various persons employed by you, in the services before mentioned, and with each of which you opened accounts, that there were one hundred and six. These persons resided in Boston, and in all the neighboring towns within ten or fifteen miles. The necessity of employing persons at such a distance, arose from the strict accountability which you introduced, and which required so large a quantity of articles from the quantity of materials. The materials were generally delivered weekly to these persons, and, on the return of the articles made up, additional quantities were delivered. As to the proportion of your time, which these duties took up, I should judge, from the best opinion I can form, that it was a larger part of the time than was taken for all the business of purchasing and issuing supplies.

JOHN CHAMPNEY.

Boston, December 17th, 1824.

COMMONWEALTH OF MASSACHUSETTS,

Suffolk, ss.

Boston, December 17th, 1824.

Personally appeared, this day, before me, the above named John Champney, and made solemn oath to the truth of the above deposition, by him subscribed.

HENRY ORNE, *Justice of the Peace,*
and one of the Justices of the Police Court.

E. No. 2.

I, Darius Boardman, of Boston, in the Commonwealth of Massachusetts, Inspector in the Custom House Department, of lawful age to testify, depose and say, that I have, heretofore, given a deposition in regard to the petition of Amasa Stetson, Esq. which is among the printed documents in support of said Stetson's petition, marked T. No. 1. which deposition was correct; as to the circumstances more particularly than are therein stated, I would say, that while I was with said Stetson, during the period of nearly one year, as an inspector of articles of leather, that his attention to the duties of his office was unremitted, and his care of the public interests, as great as any which the most prudent man could have bestowed in attending to his private affairs. The expenditures in his department were regulated by the closest economy, and his system of accountability, in the highest degree, exact and particular. When I first went with Major Stetson, the practice was to give out a certain quantity of cloth to make a garment of a given pattern; and soon after I went there, the quantity of cloth to make the pattern was reduced. This occasioned a good deal of difficulty with the people in the practice of making up the ma-

terials, many of whom afterwards refused to work on those terms. The way Mr. Stetson ascertained the quantity of cloth necessary for a garment of a given pattern, was, by employing some confidential person to make a garment and thus to ascertain the whole quantity of cloth necessary for a garment, of that pattern: after this he would measure each piece of cloth delivered out, and ascertain its contents in square inches, and require from the workmen as many garments as the cloth was able to make, according to the standard he had ascertained to be correct. According to my best recollection at this time, the saving thus effected was about four-thirtieth parts—thirty-four coats being made out of the same quantity of cloth, which before had produced only thirty. The garments, thus made, were still sufficiently large, and appeared to be equally as large as when a greater quantity was used. As to the time which Mr. Stetson devoted to the business of getting materials made up into military supplies, I had not, from my situation, so good an opportunity of judging it as Mr. Champney had; but I know it was very considerable, and that his duties were very laborious, extending into a late hour of the night. By his unremitting attention and exact system, I have no doubt a great saving in expense was effected to the Government; the time he bestowed in causing materials to be made into supplies, in the very exact and minute manner he attended to it, according to my best judgment, must have been at least five hours in the twenty-four, and was at least one third of the whole time employed in this business, together with that of purchasing and issuing army supplies. His manner of employing and superintending the work-people in making up the materials, so far as the same came within my knowledge, while I was with him, is truly stated in the second deposition of John Champney, recently taken, who, however, had better opportunities than this deponent, of knowing the exact details of the business.

DARIUS BOARDMAN.

COMMONWEALTH OF MASSACHUSETTS,

Suffolk, ss.

Boston, December 17th, 1824.

Personally appeared before me this day, the above named Darius Boardman, and made solemn oath to the truth of the above deposition, by him subscribed.

HENRY ORNE, *Justice of the Peace,*
and one of the Justices of the Police Court.

E. No. 3.

I, Joseph Davenport, of Roxbury, trader, testify and say, that I was prevailed on by Amasa Stetson, Esq. to accept of the appointment of an Inspector of Clothing, in the United States' Commissary Department, in the begining of the year 1813, and continued in that office until the Summer afterwards, when, finding it unpleasant to return

home, a distance of four miles, at an hour so late, as I was for the most time under the necessity of doing, I resigned; that, during the time I was employed as Inspector, the Commissary was so intent in his application to the public concerns, that he declined a re-election to our Senate, and resigned the office of Director in the State Bank; that, for the greater security in the transformation of cloths into garments, a process which, under the greatest caution, is somewhat of doubtful result, the Commissary having reduced the contents of garments to square inches, required that cloths, before they were delivered to the work people, should also be reduced to square inches, to ascertain the number of garments and size of them which should be returned. The delivery of materials, return of clothing, sizing of it, and packing stores for transportation, was, for the most part, a business for the evening, that the Commissary might superintend it himself. Indeed, when the Commissary was not engaged in out-door business, he was constantly employed in superintending the various branches of supplies in all the stages of their operation.

JOSEPH DAVENPORT.

Suffolk, ss.

Boston, Massachusetts, January 5, 1820, personally came Joseph Davenport, of Roxbury, a person of respectable character, and made solemn oath, that the foregoing deposition, by him subscribed, contains the truth, and nothing but the truth, on the subject-matter to which it relates.

Attest,

STEPHEN CODMAN,

Justice of the Peace.

F. No. 1.

I, Lemuel Bradlee, of Roxbury, in the county of Norfolk, and Commonwealth of Massachusetts, of lawful age to testify, depose and say, that I am by trade a tailor, and have been occupied in that trade for the last thirty years. During the late war with England, I was employed by Amasa Stetson, Esq. Deputy Commissary, to make various articles of clothing for the army, out of materials furnished me by said Stetson. I was well acquainted with said Stetson's manner of getting clothing and supplies made up for the army, and know that his attention to his business in the public service was constant and unceasing; and that he used the greatest efforts to have the clothing made up in the best and most economical manner, in which he was completely successful. I have this day perused a deposition given by Mr. John Champney, dated the 17th instant, in relation to this business, and know that the statement therein contained, of the manner in which Mr. Stetson employed persons to make up clothing, delivered them the materials, and received back the garments, is correct, and such as I should repeat in detail.

Question, by Amasa Stetson. What would be a reasonable compensation for any person, to have been employed to perform the ser-

vices I did in taking the public stores, employing persons to make them up, examining minutely the materials and articles when returned, settling the accounts, and the services generally rendered by me, so far as they came within your knowledge, in procuring clothing to be made up out of materials owned by the Government?

Answer. I should think the lowest price at which any one could undertake to perform those services, in getting clothing made up, which I knew you to perform in the manner you did it, would be twenty-five cents for each suit of clothes, this would be too low compensation, unless the quantity was sufficient to keep the person generally employed. By a suit of clothes I mean one coat, one vest, one pair of pantaloons, and one pair of gaiters. This sum of twenty-five cents a suit, I suppose to be paid in addition to what it cost to pay the laborers who performed the work; and in regard to the clothing I made up, in addition to what said Stetson paid me. In apportioning this sum of twenty-five cents among the different articles constituting the suit of clothes, I should estimate the compensation for each coat at thirteen cents, and four cents for each of the others—the vest, pantaloons, and the pair of gaiters. I have no doubt the Government saved more than this amount in each suit of clothes, from the manner in which the service was rendered by Mr. Stetson, and from the great care and vigilance which he bestowed upon the subject.

Question, by Amasa Stetson. Suppose the Government had contracted with any one to furnish a given number of articles of clothing, including the furnishing of the materials, the labor, and the superintendence—could any one have contracted to furnish them at a less price than one which would pay for the first cost of the materials, the sum to be paid the laborers, and another sum, and how much, on each suit, for the contractor's care, responsibility, and services?

Answer. If the Government had offered to contract with me for the clothing, I finding the materials, and employing all the workmen, I could not have supplied them with clothing thus made, without a price which would have refunded to me the cost of the material, the sum paid the workmen, and at least an additional sum of one dollar on each suit. If the Government had purchased the cloth, I could not have gotten them made up without twenty-five cents on a suit more than I should be obliged to pay for the labor employed to make up the cloths.

Question, by A. Stetson. If I were allowed twenty-five cents on a suit for my services, would the clothing I procured to be made up, cost the Government any more than they must have paid if they had purchased them, or caused them to be made up in any other way?

Answer. With the allowance of twenty-five cents a suit to Mr. Stetson for his services, the clothing must be estimated to have cost only the lowest fair price, and would be cheaply purchased by the Government at that rate.

LEMUEL BRADLEE.

*Commonwealth of Massachusetts,
Suffolk, ss. Boston, December 17th, 1824.*

Personally appeared before me, this day, the above named Lemuel Bradley, and made solemn oath to the truth of the above deposition, by him subscribed.

HENRY ORNE, *Justice of the Peace,
and one of the Justices of the Police Court.*

F. No. 2.

I, Thomas Kendall, of Boston, in the Commonwealth of Massachusetts, of lawful age to testify, depose and say, that I am, by occupation, a merchant tailor, and have been engaged extensively in that occupation for the last thirty years, and have, in the course of that time, made up a great quantity of military clothing. I was not acquainted with the details of Mr. Stetson's business, while a Commissary of the Government, but knew generally he was so arduously employed, that I considered a sound mind and strong constitution necessary to have performed the duties I knew him to perform. From my knowledge of Mr. Stetson's character and usual course of business, I have no doubt he attended with great industry and fidelity to the business entrusted to him, and caused it to be performed with the greatest possible economy. I have read the deposition of John Champney, this day given, in aid of said Stetson's petition.

Question, by Amasa Stetson. What would be a proper compensation for any agent to have taken materials from the public stores of the Government, and caused them to be made up into army supplies—performing, in this duty, only what was necessary to have it faithfully executed; say materials for the clothing department.

Answer. I suppose the materials to be purchased by the Government, and the agent to adapt the materials to the proper garments, to employ various individuals to perform the work, to pay and settle with them, to examine carefully the articles returned, the workmanship of them, and that the materials were properly accounted for. To have performed this duty, where a few hundred suits were made up, I should consider one dollar a suit as the lowest compensation for which it could have been afforded; but, if the quantity had been large, say several thousand suits in a year, I should think fifty cents a suit the lowest adequate compensation. I could not have done it myself at so low a rate, and think it could not be done at so low a rate by any man who has much other business. This sum of fifty cents, I suppose to be over and above what I should have been obliged to pay to the various individuals whom I should have employed to do the work—above the sum to be paid to the persons employed, as Mr. Stetson appears to have employed them, by Mr. John Champney's deposition.

Question, by Amasa Stetson. Could the Government procure clothing for the army in any other way at a lower rate, than by purchasing materials at a fair price, paying the workmen as I employed them, and allowing the compensation of fifty cents on each suit?

Answer. It is my opinion that no man, in his senses, could have contracted for the work without a compensation equal to what is stated in the last interrogatory; and if the cloth had not been found by the employer, but was to be purchased also, I should consider the compensation must have been as much more as to have allowed a fair commission for purchasing.

THOMAS KENDALL.

*Commonwealth of Massachusetts,
Suffolk, ss. Boston, Dec. 17th, 1824.*

Personally appeared this day before me, the above named Thomas Kendall, and made solemn oath to the truth of the above deposition, by him subscribed.

HENRY ORNE, *Justice of the Peace,
and one of the Justices of the Police Court.*

F. No. 3.

I, William D. Bell, of Boston, in the Commonwealth of Massachusetts, of lawful age to testify, depose and say, that during the late war with England, I was employed by Amasa Stetson, Esq. Deputy Commissary, in my business as a sail-maker, to make tents for the army of the United States, out of materials furnished me by the said Stetson. I always found, so far as I was employed by said Stetson, that he was vigilant to an extraordinary degree, for the interests of the Government, and procured his work to be done at a very low rate: he was also very exact in inspecting the work done, and the materials delivered, both to ascertain the goodness of the work, and that the quantity of materials was properly accounted for. So far as I knew of the manner in which Mr. Stetson procured tents to be made, by the number which I made for him, I should suppose his services to be worth at least fifty cents for each tent, for taking the materials of the Government, and causing them to be made into tents; with such an allowance to Major Stetson, the cost to the Government for the whole services in procuring their materials to be made up into tents, and compensating the labor of making them up, would be no more than a reasonable compensation—the allowance to Mr. Stetson, and my bill together, would amount only to a fair price for the whole service of converting the public materials into tents.

WILLIAM D. BELL.

Boston, Dec. 15th, 1824.

*Commonwealth of Massachusetts,
Suffolk, ss. Boston, December 15th, 1824.*

Personally appeared this day before me, the above named William D. Bell, and made solemn oath to the truth of the above deposition, by him subscribed.

HENRY ORNE, *Justice of the Peace,
and one of the Justices of the Police Court.*

To such as require further evidence than has been given, to satisfy them the claim is entitled to the consideration of Congress, extracts are given from seventeen of the letters which passed between the Commissary General and himself, between the 8th day of September, 1812, and 7th June, 1813, under the letter H. Also, the certificates of Major General Dearborn, Major General Ripley, and Colonel Freeman, district Paymaster.

H.

Philadelphia, September 8th, 1812. "I am highly pleased with the prospect you hold out of being able to provide, to so great an extent, so excellent a material for shirts. If you are satisfied that the cotton and linen shirtings (three samples of which you enclose me) will be durable, I have to request you to contract immediately for 200,000 yards, 30 inches wide, at 28 to 32 cents."

Again, September 21, 1812. "When you have turned 50,000 yards of shirting into store, let me know it, as I want it forwarded for the southern troops, and I beg you to lose not a moment in procuring it. What number of stockings have you turned into store? I want from 5 to 10,000 pair also for the southern troops. Can you procure from 1 to 200,000 yards of the shirting, in addition to what you have been requested to furnish, and in what time? I wish you to buy freely of three point blankets, and even of two and a half, of good quality."

Again, the same day, from the Commissary General. "You will please to provide, with as little delay as possible, clothing for the 4th regiment; also, what clothing shall be returned for by General Boyd, for the recruiting service. It must be turned into the store by you."

Again, 2d October, from the same. "I am glad you have purchased the blankets; buy all you can of three points, and duffels of good size and quality. Exercise your own judgment as to price."

Again, fifth October, from the same. "I remitted to you, Saturday last, \$10,710 40. As far as you have funds in your hands, buy

blue cloths and blankets, suitable for the army ; your own judgment must be your guide." "Any goods suitable for the army, to be had in Boston, to the extent say of \$20,000, in addition to the funds now in your hands, you will purchase. On a requisition from you for moneys, I will endeavor to remit you the amount requested, by return of mail."

Again, 5th October, from the same. "I repeat to you that it is my wish you should buy all the blankets within your reach, at such price as you may deem proper. The truth is, we cannot do without the blankets, be the price what it may. I rely on your judgment and zeal for the service. Buy 500 pieces Russia sheeting ; purchase all the ravens duck you can get for tents, not exceeding eighteen dollars ; buy largely of cloths, blue for coats, and drab and mixed for overalls." "Draw for funds according to your instructions."

The following is an extract of a letter from Mr. Simmons, the Accountant, giving the reason why my claim of interest was disallowed, which was made when I rendered to the War Department my accounts to the 30th June, 1813, being for the first year.

Extract. "It is the place of an agent to ask such advances of money, as his expenditures may require."

The following extracts are offered to show, that funds were not only asked for, but urged, in pressing terms, and that Government was informed moneys were borrowed to advance on its account:

Extract of a letter (by me) to the Commissary General, Nov. 2, 1812.

"I am now indebted, sir, for blankets, and other woollen goods, and domestic articles, actually received in the clothing department, \$56,500 ; also, for ravens duck, in Quartermaster's Department, \$15,000, making \$71,500, and must provide for the payment, which I beg you to remit, on account of these appropriations, with as little delay as possible. I have had to borrow at the bank, \$36,000." [Funds having been promptly furnished, no interest was charged on this loan.]

Again, Nov. 14, from the same to the same. "I am, sir, very much in want of the \$71,500 for the purposes stated in my letter of the 2d instant. Mr. Gray has loaned me \$20,000, which I have drawn out, and I shall be obliged to resort to him again, or the bank, for money to meet my engagements, unless immediately relieved by Government. If, sir, you conclude to take the 1000 pieces of duck I obtained the refusal of, \$18,000, in addition to the above, will be required."

Extract of a letter received from the Commissary General, dated 19th December, 1812.

“I have requested the Secretary of War, that, in case Congress does not pass an early act of appropriation, some mode may be adopted, whereby I shall be enabled to relieve the Deputy Commissaries from their present embarrassments, through want of funds. I trust I shall be able to send you a considerable remittance soon.”

Extract of a letter to the Commissary General, 23d December, 1812.

“My situation is extremely unpleasant; I know not how to proceed with the public business without money. I have this day received orders from Major General Dearborn, to procure and forward to Burlington, materials for 1400 bed sacks. I entered upon the duties of my office with a determination that the public interest should not suffer for want of personal attention, nor its credit for want of punctuality. I have attended to my duties day and night, paying punctually every demand when made. If without funds from Government, I paid my own money, and borrowed while in confidence I could rely on remittances being made. At length, I am out of money, indebted to my friends, to the bank, and almost every person who has furnished supplies on contract, and to those employed in making clothing. Many of the contractors are keeping back their goods, others selling them to raise the cash which they expected to receive of me, to meet their engagements.”

Again, to the Commissary General, 26th Jan. 1813. “I beg of you, as you regard the credit and interest of Government, to remit me, with as little delay as possible, \$147,472 44. Many of the persons to whom this money is due, have waited several months for their pay; they are necessitous and impatient. I have done every thing in my power to prevent their becoming clamorous.”

Again, to the Commissary General, 1st Feb. 1813. “Do the Government know the situation of this department, as it respects my district? And is it as bad in other districts? If it is, and Government know it, they cannot have reflected on its consequences. With funds seasonably remitted, I could make twice the provisions I have made for the two months past, with half the exertions, and to better satisfaction. I know not how to proceed without money. It occupies half my time to pacify those to whom I am indebted.”

Extract of a letter from the Commissary General, 5th Feb. 1813.

“I will remit you, by to-morrow’s mail, 10,000 dollars, a trifling sum, yet more than I can conveniently send at this moment. I am greatly embarrassed, owing to debts contracted on public account, and drafts accepted to save the credit of Government, and its agents. The strongest representations have been made to Government on this

subject. Detailed statements of the debts of this department have been laid before the proper department. I personally stated to members of Congress, when at Washington, the absolute necessity of an immediate act of appropriation, for 1813, and the consequences to Government, if it did not take place; *your pressing applications*, and those of other Deputy Commissaries, *have been constantly reiterated by me to the Secretary of War.*"

Extract from a letter of mine to the Commissary General, 5th March, 1813.

"So urgent have been the demands pressed upon this department, for near four months, without funds, that I have been necessitated to advance thirty or forty thousand dollars, which I have been obliged to borrow at the banks, to relieve the necessity of some whom I am bound, by contract, to pay, and to pay for supplies, without which many articles of clothing must have stopped altogether."

Extract of a letter to the Commissary General, 12th March, 1813.

"No money would have induced me to have caused such embarrassments, distress, and unpleasant consequences, as I have been instrumental in producing, by failing to comply with my engagements, entered into for army supplies, for the four months past. To alleviate these distresses, to maintain public credit, and save Government from reproach, I have hired more money than I ever borrowed for myself, however promising the advantages might appear to be. I hope and trust I shall soon be relieved from this unhappy situation. I have said and done every thing I can do, to prevent an open and general clamor against Government; I know not what to say; I can no longer pacify them."

From the Commissary General, 25th March.

"As I understand the loan is filled, I hope I shall be able to make you a large remittance soon."

Again, to the Commissary General, 7th April, 1813. "So urgent have been the demands on me for money, since the receipt of the \$20,000, that my whole time, by day, has been required to pacify those whom I cannot pay. But for the friendly assistance of the Hon. Mr. Gray, and loans obtained at the State Bank, I could not, with the load of debts which I have been left four or five months to sustain, have continued the public business. Permit me again, sir, to solicit your attention to the statement I had the honor to transmit on the 5th March, and, if Government have not provided funds sufficient for all existing demands, I entreat you to remit me a sum sufficient to satisfy the demands of those who can be no longer pacified. Fifty thousand dollars are now necessary for that purpose, without bringing into view any of the large sums for which I am now, and

have been for a long time, paying interest." [The \$ 50,000 were furnished, as the letter of Thomas T. Tucker, Treasurer of the United States, of the 16th April, will show.]

From the Commissary General, 14th April, 1813.

"Your pressing request for funds has been transmitted to the War Department."

Extract of a letter to the Commissary General, 7th June, 1813.

"I have the honor to acknowledge the receipt of your letter of instructions, which, though dated the 28th ult. did not reach me until to-day; from which, it appears, estimates in detail are required to accompany requisitions for funds. I cannot but hope that it may not be considered applicable to the requisitions which I had the honor to make on the 25th of April, 4th and 5th May.

As the accounts rendered to the 31st of March, exhibit a balance to my credit, of	-	-	-	-	\$ 45,674 19½
The bills paid since that time, amount to	\$ 63,571	64½			
Deduct draft from Treasurer U. States,					
since received,	-	-	-	50,000	00

13,571 64½

To which add bills rendered, which I have not been able to raise funds to pay,

50,000 00

\$ 109,245 84½

I entreat you, therefore, sir, to furnish the funds required on these requisitions, as soon as you, with convenience, can."

Presuming further evidence will not be required to satisfy Congress of the necessity there was for the loans resorted to, to fulfil engagements, or of the distress that necessity occasioned the petitioner, the following extracts are exhibited to show, not merely that the services rendered were required of him, but that the preparing of the clothing, tents, &c. was an intermediate process, independent of the acts of the Issuing Commissary, and distinct from the duty of a Deputy Purchasing Commissary, commencing after the purchase was completed, by receiving the materials from the Military Storekeeper and receipting him for them, and re-delivering them into the arsenal, transformed into clothing, tents, &c. &c. prepared to be issued and for transportation, and the Storekeeper's receipt taken; of which distinct accounts were rendered to the Superintendent General of Military Supplies.

From the Commissary General, September 14, 1812. "Every article purchased by you, must be delivered to the Military Storekeeper at Boston or Charlestown—you will have duplicate bills made out, on

which you will take receipts of the person from whom the article was purchased, for the amount paid him, and of the Storekeeper for the article or articles delivered to him, and the certificate of an Inspector, ought also to be annexed to said bills, to show the articles have been regularly examined and passed."

From the same, April 7, 1813. "There are 1550 pieces of Ravens Duck in the store at Boston or Charlestown—you had better have it made into tents, a proportion Horseman and Bell, immediately."

From the same, December 5, 1812. "As Government is determined to push the recruiting for the army vigorously, *I beg you will use all the expedition in your power to get the clothing made.*"

From the same again, December 9, 1812. "It is the determination of Government to push the recruiting vigorously, in order to complete the Regiments now in service, and I find it is expected a considerable number of men will be enlisted in the Eastern States. I have, therefore, to request that you will have made, as fast as possible, the clothing previously directed by me, that the Recruiting Service may not be suspended for a moment through want of it."

From the same, January 21, 1814. "You had better have made up as many knapsacks as the 5,000 horsehides will give, which you lately purchased."

From the same, September 21, 1812. "You will ascertain what clothing is in store at Boston or Charlestown, set it apart for those companies, provide the balance wanting, *turn it into store*, and inform those officers, or Lieutenant Whiting, that you have done so—you will also provide what clothing shall be returned for by Gen. Boyd for the recruiting service of the Infantry; *but it must be turned into store by you, as the receipt of the Storekeeper will be requisite* for you to have, in the adjustment of your accounts."

To the foregoing, the following are subjoined in relation to the duties of Issuing Commissary.

From the Secretary of War. War Department, April 29, 1813. "You will deliver to the order of the Commanding General at Boston, ammunition and such munitions as may be required for the Military Stores under your charge."

JOHN ARMSTRONG.

Again, through the Commissary General, Nov. 15, 1814. "You will direct your Issuing Commissaries that, whenever, by the order of the Commanding General, they are under the necessity of issuing clothing to the Volunteers or Militia, to report the quantity issued, to

the Paymaster of the District, who will deduct the amount from the pay of each individual respectively."

JAMES MONROE.

From the Commissary General, January 4, 1814. "You will please to transmit to this office a statement, with as little delay as practicable, exhibiting the quantity of clothing used by you during the year 1813; designating that issued for the Recruiting Service, from that for Regiments, or Corps, and to what Officers, and for what Corps or Regiment."

Having perused the within letter of Major Stetson, I am fully satisfied of the correctness of its contents, and I can with confidence and pleasure say, that I consider Major Stetson's services directed by the most patriotic and honest motives, and performed with good faith and strict integrity, and, as he has, at all times, been ready and willing to perform services when the public interest required it, that were not within the immediate line of his official duties, and which required great personal attention, I can conceive no substantial reason why he should not be allowed a reasonable compensation for such extra services.

H. DEARBORN.

Boston, December 1819.

I certify that the Hon. Amasa Stetson continued to discharge the duties of Deputy Commissary of Purchases, or rather Issuing Commissary, during the period of my command of Military Department No. 2, until April or May, 1816. His services were rendered indispensable, in the issuing of clothing, and the settlement of that species of account with the soldiers who were discharged during this period.

From the nature of his duties, I have no hesitation to say, he ought to receive an adequate compensation. During this period, besides the soldiers of New England that demanded discharges, there were great numbers who arrived from depots in England.

E. W. RIPLEY,

Major General U. S. A.

Washington City, Feb. 8, 1818.

I, Nehemiah Freeman, late District Paymaster, in the United States' Army, do certify, that, in adjusting the accounts of the soldiers, discharged in Boston in the years 1815 and 1816, when I found a balance of clothing due to a soldier, and I gave him, in obedience to the order of Major General Dearborn, a certificate or memorandum to Amasa Stetson, Esq. Deputy Commissary General to the late army, stating the article due, and I waited to be informed, in writing from Mr. Stetson, that the soldier had received the value of

such claim before I closed his account. I further certify, that these cases must have been numerous, but that it is now out of my power to recall their number or dates: for, the documents, on which I stated each soldier's account of clothing, are the vouchers of my payments, and were quarterly transmitted to the Paymaster General at Washington.

Certified at Boston, this 10th day of January, 1820.

NEH. FREEMAN.

RECAPITULATION OF SERVICES RENDERED,

With statements showing the petitioner is without indemnity; with closing remarks on the subject.

THE PETITIONER PURCHASED 700,000 dollars worth of the military supplies, in the course of the war; large quantities of which were for the Southern Army—BORROWED ON HIS OWN CREDIT, specie for account of Government, (\$ 377,537 96,) and paid the interest on it, and advanced \$ 54,000, for which no interest is required—DREW FROM THE ARSENAL, as he was required to do, clothes, duck, horse-hides; &c., and, after preparing them for the use of the army, re-delivered the proceeds thereof to the military storekeeper, consisting of 132,020 coats, vests, and other garments, in the *Clothing Department*; 24,973 tents, knapsacks, and other articles, in the *Quartermaster's Department*, *Ordnance Department*, *Military Hospital Department*, as the abstract thereof shows. ISSUED ALL THE AMMUNITION, and other munitions of war, required, from the great depot of stores, for the North, at Boston, for the forts, the field, and the recruiting service; and, also, for the hospitals, and prisoners of war, who, or the most of whom, were returned to that District. There having been no other officer of the general staff of the army stationed at that great depot than the military storekeeper, almost every service, relating to the army, was also required of the petitioner—devolving on him, in executing the orders, intense application, great sacrifices, and responsibilities, as the depositions at page 25 prove.

THE PETITIONER ALSO UNDERTOOK, as those orders required, the superintendence, care, and responsibility, for the safe keeping of all the public property in Massachusetts, from October, 1812, until its final disposition after the war. In the performance of which, the petitioner repaired to the arsenal at Charlestown three to four times a week, in procuring guards, superintending them, and taking care of the property; and had, in time of the alarm, in 1814, to remove all the stores to Pittsfield, Dedham, and elsewhere, for safety, and there to take care of them; and, after the peace, to collect every description of the public property, and transport it to Albany, Springfield, &c. Which services devolved on him more responsibility and exertions, than are required of the officers of the Government, generally, who receive salaries of \$2,000 per annum. IN ADDITION to which, the petitioner performed all the duties required of the ordnance officer at Boston, from the Sum-

mer of 1812, to the Fall of 1814—SUPERINTENDED the making of the clothing, tents, &c. which were made after December, 1814—Performed many of the duties of the Quartermaster, during the war; and, moreover, settled the clothing accounts of the soldiers, for discharge, after the war, and after his purchases ceased; in which he was as much occupied, for a year, as the District Paymaster in paying the men their wages.

That all those services have been rendered by the petitioner, and most beneficially to the Government, the certificates of General Dearborn, General Ripley, and Paymaster Freeman, show, and the depositions of John Champney, D. Boardman, and J. Davenport abundantly prove. From the performance of those various services, by the petitioner, the Government saved, not only the pay of the officers, whose respective duty it was to have performed them, but realized, from the manner in which he performed them, immense advantage; which may be inferred from what, it may be demonstrated, the Government gained in a pecuniary point of view, and in the following particulars, viz.:

On less than \$30,000 of the specie, with which 1093 three, and three and a half point blankets were purchased. See statement of particulars at page 10. - - - - \$16,600 00

The four-thirtieths saved by him of the cloths, of which 132,020 coats and other garments, in the Clothing Department, were made—materials for 17,602 garments, of the different kinds, then worth, on an average, \$2 50 each. See particulars at page 19, and depositions at pages 21 and 22, - - - - 44,005 00

Government gained on the buttons, stocks, plumes, cockades, and eagles, cap-plates, and other trimmings for the dress of the soldiers, including leather caps, by causing them to be manufactured, 25 to 75 per cent. in the price of them, compared with what had been paid for them, and the prices required for the like articles by those who held them for sale. And, trifling as the articles may seem to be, the gain amounted to \$1 50 per man, \$1500 to a regiment, and on the whole amount provided, to - - - - 20,347 00

Dollars 80,352 00

If the last of those items of gain constitute part of the \$700,000 purchased, as Purchasing Commissary, it was the duty of the petitioner to buy them, and to provide them as cheap as he could. It does not follow that it was his duty to create them—procuring them to be manufactured was gratuitous, and by it the saving of the \$20,347 was made for the Government. If the advantages Government has derived from the other services rendered it, by the petitioner, were susceptible of demonstration, as these are, and as the accounts rendered will prove them to be, what must the advantages amount to, which the Government has realized on all the services rendered by him, from the

manner, merely, in which they have been performed, and funds furnished?

Notwithstanding all the complicated services rendered the exertions and sacrifices made, in serving the government, and advantages government have realized from them, the petitioner has been made poorer by the agency; notwithstanding the grant of 6215 dollars, made by Congress, in May, 1824, and the allowance of 5441 dollars, previously made by the Treasury, for making the purchases.

As these sums are not sufficient to indemnify the petitioner for the losses sustained, by advancing money, for account of the government and on Treasury notes, together with the expenses incurred by the agency; nothing therefore has been paid him for the services rendered. *Can the government witness such sacrifices and exertions, made in serving it, and refuse to pay for them, where it realized such advantages from them?* To which the petitioner adds the following statement, to show the effects of his agency, viz.: The cash advanced as interest, on moneys borrowed in 1812—13, paid by the act of May, 1824,

Interest thereon, while advancing, say from 15th October, 1812, to 1st July, 1813, or for half of the time, 4 months, and since that time,	\$2081 49
	73 60

Interest on the \$2081 49, from the 1st July, 1813, to May, 1824,	1361 39
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Amount of loss on Treasury notes, with which warrant for \$8592 $\frac{41}{100}$, 30th September, 1814, was reduced to the amount for which the warrant issued 30th June, 1815, of \$5917 $\frac{80}{100}$, when at a discount of 25 per cent. amounting to	\$471 15
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Interest on the amount thus lost, from 30th June, 1815, to 30th January, 1826, amounting to	308
	779 15

To interest on the money while advancing, for which the warrant of \$8592 41 issued, and interest thereon,	64 44
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Loss on the Treasury notes, with which the warrant for \$5917 80 was paid, Nov. 11th, 1815,	739 72
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Loss of interest thereon, 10 $\frac{1}{4}$ years,	487 83
	1,227 55

Interest on the two warrants, in 1814—15, paid by the act of May, 1824,	514 85
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Interest thereon, from 11th November, 1815, to May, 1824,	262 57
	777 42

To interest on \$1645 30, an account of which was rendered in the quarter ending

31st December, 1814, in which was included contingent expences, which he had been advancing from the commencement of the war, to November 15, 1815, which, with the loss on Treasury notes, with which it was paid, when at a discount of 25 per cent. could not be less than -

760 00

Amount expended for fuel, lights, stationary, postage and assistants—also for porters, tolls, (in attending to the arsenals at Charlestown,) the expences of which government was known before to have paid, with interest on the amount, must be equal to at least - - -

360 00

Cash paid a Lawyer for defending against an action brought, and the interest thereon, since 1814, - - -

30 00

 \$8,015 04

Cash received through the War Department, by the petitioner, for purchases made in the course of his agency, of near 4 years; large quantities of which were for the Southern army, amounting in all to about \$700,000, - - -

5441 74

While the $2\frac{1}{2}$ per cent. thereon, amount to \$17,500.

The grant of \$6215, made the petitioner in May, 1824, consisted of the cash advanced by him in 1812—13, - 2,081 49

Interest on the two warrants, 514 85

And in part for issuing army supplies, \$3618 67, which having been earned and payable 10 years before, is now equal only to \$2261 80, when it was due to him, - - -

2,261 80

 4,858 14

 10,299 88

Leaving, of all that has been received, after deducting therefrom, the necessary amount to indemnify the petitioner, as before stated, the sum only of - - -

\$2,284 84

for making the purchases, and all the services rendered.

But the petitioner contends, there are other claims, to which, in equity, he is entitled, which will totally change the state of the case. Agents being entitled to compensation, while closing the accounts to

which their agencies have given rise, as well as for their negotiations which opened them. *Why then is not the petitioner, who, as agent of the Government, was entitled to pay, as much entitled to compensation while explaining his own claim to payment, as he would be in aiding the Government in settling the accounts of others, with whom he had opened accounts?* The petitioner employed an agent, and made four journeys to Washington, and resided there during the several times, 282 days, and actually paid away for writing, printing and other expences, in addition to those for travelling and maintenance, at least \$200; and if the allowance for travelling expences, be estimated at \$6 per day, formerly allowed to members of Congress, and which the petitioner understands the Navy Department has allowed to Navy agents, when adjusting their accounts with the Government, he must have incurred an expense of \$4892, to the time he obtained the grant of \$6215.

The petitioner also made a journey to Washington, *on account of the Government, in December, 1814*, after its capture and conflagration by the British, having been long without funds, and replies to his requisitions for them, while overwhelmed with debts and the exasperation of the public creditors, such that he could not proceed with the public business—among them, he repaired to the Government for relief, and finding the Treasury empty, without means to afford the relief sought for, despairing of success, with exhausted patience from delay, the petitioner, with the best resolution which he could marshal, returned with \$12,000 in Treasury notes merely, when at a depreciation of 25 per cent. to resume his unhappy station, and appease, as well as he could, the despairing creditors of the Government; some of whom had resorted to actions against him, to try the effect of Massachusetts laws, in recovering public debts of the Government agents. The expenses in travelling this journey, together with the time lost, on the principle before stated, amounted to \$804, which with the amount before stated, of the expenses which he had been at, in the four other journeys to Washington, printing, agency, &c. together, amount to the sum of

5,696 00

When the balance, as before stated, which remains of all the payments which the petitioner has received from the Government, after deducting therefrom the amount necessary to indemnify him for the losses sustained on Treasury notes, and advancing the money, amounting to

2,284 84

\$3,411 16

Thus rendering the claimant \$3,411 16 poorer for his agency.

Great as the aggregate may appear, of the indemnity required by the petitioner, numerous and unusual as the items are, of which it is composed, Congress may be assured, it does not contain all that he has been made to suffer by, and for account of the Government, by nearly \$3000. The particulars of which may be found among the reasons given, why Congress should allow the second article of his

claim, that of loss on Treasury notes—nor is indemnity required for the mortifications and grief suffered from reviewing the grounds of his claim, and finding himself a petitioner.

To save himself from the painful necessity of petitioning, the claimant made every exertion in his power, and *finding he must either appeal to Congress, for indemnity, or abandon his claim*, a petition was presented and supported by Governor Eustis; nevertheless *the claim was reported against, repeatedly, by the committee of claims of the House of Representatives.* To pretend then that the expences incurred in relation to the claim of the petitioner, was voluntary on his part, is as incorrect as it would be to contend, that the continuance of the petitioner before the 18th Congress, for half a year, or that his stay at this time is voluntary, *when to him it is most irksome.*

The objections urged against the present claim, seem to be—1st, that, in consideration of the grant made by the 18th Congress, of \$3,618 67, for services rendered in the Quartermaster's Department, and for issuing the supplies for the army, that the petitioner is bound to render the services for which he claims payment; and 2d, the payments which have already been made him, are sufficient to compensate him for all the services which have been rendered. To enable the petitioner to meet the objections, without stopping to consider their correctness in principle, the petitioner has come into a review of the particulars of his case, for the purpose of showing into what condition the agency held, has brought him; and the petitioner has the candor to believe, that neither of the objections would have been raised, if his actual condition had been known; for, until it be found that some compensation has been made for services, neither ground, it is humbly contended, exists in fact. The principle, as before stated, that an agent must be indemnified for his advances and expences, which his agency devolves upon him, on account of his principle, in fulfilling it is, it is presumed, so universal in practice, so natural and just in principle, to require neither proof nor argument to support it. The government might, with equal propriety, object to pay for articles with which it has been supplied by its agent, or a part of the price paid, as to refuse to repay the funds with which the purchases were made, or the interest on them; more especially, when the supplies could not have been provided without the money, which were necessary to the efficiency of the army, if not to the well being of the Government. It may be contended that the Government do not pay such charges; which may be correct in ordinary cases; but it will not apply to that state of things which existed in time of the late war; nor can the principle be applied by the Government to its agents, unless it be desirable to render legitimate, in practice, the opinion current at Washington, that "public agents must take care of themselves"—can then any of the services be compensated of the petitioner, by the payments made him? If the indemnity necessary for the advances made, as before stated, amount to - - - 8,015 00

And the expences incurred by the journey to Washington, on account of Government, in 1814, with the ex-

pences which have arisen in obtaining of the 18th Congress the grant of \$6215, amounting on the principle, before stated, to

5,696

\$1,711 00

When the several sums received of the Government, before stated, after making due allowance for the time which that part of the grant had been due, which related to making the issues for the army, amounted to the sum of

10,299 88

\$3,411 12

Showing, after all that has been received from the Government, the petitioner, on the principles before stated, is \$3,411 poorer for the agency.

Will then either of the positions assumed, and offered in objection to the allowance of the claim of the petitioner, be persisted in? It cannot be material, in the view of the petitioner, in what capacity, or under what head, moneys have been paid to him by the Government; indemnity being prior in its nature, he cannot consider any service rendered, as compensated, until he is otherwise indemnified.

Had there been foundation for the positions assumed, and which were urged against the allowance of the petitioner's claim, would either have been well founded in principle. Can ordinary pay compensate for such extraordinary services, as the petitioner has rendered—when he was actually employed three times as many hours of the day as officers attend to business, and when he spent more hours in the business by night than they do by day? Congress having resorted to the established pay and emoluments of an issuing Commissary, as a measure by which to fix the compensation, to be made to the petitioner, for the services rendered in the Quartermaster's Department, and for issuing the supplies, and if they had fulfilled that measure it would have made him that officer. Though that compensation was resorted to as the standard of measure, it should be remembered, the measure was not half filled for the three years nine and one-third months, which he performed these services; though half a year was omitted at the time, and three years three and one-third months taken, the measure for this time was not filled, by \$2,478 95.

If, then, these are the objections, and only objections, made by the Committee to the allowance of the claim for making the clothing, tents, knapsacks, &c. for the army, and the objections are not well founded, in principle, and do not exist, in fact, can Congress be so far influenced by them as to affirm the report, and refuse pay to the petitioner, for a service as irksome as it was oppressive, and as the deposition of John Champney and others, among the documents, prove, and as fully as any subject is capable of being proved, and when it is demonstrated the Government realized a saving of material for 17,602 garments, worth at least 2½ dollars each, amounting on the 132,020

garments made by him, to the sum of \$44,005?—The particulars of which, may be found in support of the fourth item of the claim. Though the government has realized such advantages by the exertions of the petitioner, by which he had to deny himself all social intercourse with society, and almost every thing which renders life desirable, yet he has not, by far, charged as much for his services, as any competent agent would have required for the performance of them, as will appear by the most competent judges, whose depositions to the fact will be found among the documents in the case; and while these services occasioned the petitioner very considerable expenses, which have not in any way been claimed, Government has, it may be demonstrated, realized more than \$80,000 advantage from the manner in which they have been performed, in a pecuniary point of view, and in the following particulars, viz: on 10937 three and three and a half point blankets.*

Though it be immaterial to the petitioner, in what shape he obtains indemnity for his loss on Treasury notes, provided he actually obtains it, yet he perceives no good reason why it may not be made directly, when it is notorious, that the Navy Department, War Department, Treasury Department, and Congress itself, has done it already in several instances; and how can a case be presented, calling for it more urgently—where the specie was advanced, as will be found, in fulfilling an order of Major General Dearborn, in 1814, to provide camp equipage for large bodies of militia, which he had required from Massachusetts, Maine and New-Hampshire, at the time of the expected invasion by the British, and when such was the alarm, that the Boston banks moved their specie into the country for safety, and the merchants their most valuable effects, and the petitioner removed all of the public property to Pittsfield, Dedham, and elsewhere, and when the petitioner, as stated in support of his claim, has otherwise been made to lose or suffer, the amount of nearly 3,000 dollars.

When the petitioner relinquished his agency, May, 1816, he founded the claim made, on the same principle which governed him in transacting the public business, not on all the services rendered, but for the smallest sum, which in justice, the government could require him to take, which amounted to 12,009 dollars; failing to obtain which till the interest increased it to about 18,000 dollars, when Congress, after much exertion and expense, as shown, having granted 6,215 dollars only of it, the present and a more extended claim, has been made, and such an one of merit, in the humble opinion of the petitioner, as Congress has rarely been called upon to consider.

Can the Government then be indifferent to efforts, from which it has realized advantages, such as this case demonstrates, and go into a cold calculation, to find how little pay such an agent may be turned out of Congress with?

Is it officers or services, for which the government would pay?

*He could then have had cost, and \$3000 advance, on 3273 Blankets bought at auction.

Are 12 or 15 hours actual services of the business man, to be considered equal only to 3 or 4 office hours of the officer?

The petitioner performed other and extensive services, for which he has claimed nothing, as may be found by a review of the case. To secure supplies wanted, which could not be obtained without money, 36,000 dollars was advanced in September, 1812, and at other times, 18,000 dollars, for which he charged nothing, "when he might have had 1000 dollars to relinquish the contract." Having been immediately furnished with funds, and having obtained the money without cost to himself, he charged nothing for it to the Government.

If a principle be desired, by which to award justice, will it not be found among the every day's practices of the honest part of society? If a farmer cradle a field of grain for his neighbor, or mow his grass, is not the pay proportioned to quantity and quality of the work? Go to the factories, among mechanics, whose services are always rewarded, in proportion to quantity and quality, as justice always requires. Among this class, may also be found a reason why few grow rich, while the many become poor, in the same business and with greater advantages.

In judging of this case, why confound things—is not the question after all—in what—to what amount, on the principle of equity, is the petitioner entitled to indemnity?—what services has he rendered, and what was the performance worth? A grant corresponding with the answers to these questions, will satisfy the petitioner—less will not—less, the government cannot make, consistent with the public interest.

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